

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

J.G.,	:	
	:	
Plaintiff,	:	
	:	CIVIL ACTION FILE
vs.	:	
	:	NO. 1:20-cv-05233-SEG
NORTHBROOK INDUSTRIES, INC., D/B/A UNITED INN AND SUITES,	:	
	:	
Defendant.	:	

**PLAINTIFF’S MOTION PURSUANT TO LR54.2, NDGa FOR
ATTORNEY’S FEES AND EXPENSES**

Under LR54.2, NDGa and Federal Rule of Civil Procedure 54, Plaintiff respectfully moves the Court to award reasonable attorney’s fees and non-taxable expenses incurred in obtaining the judgment in this case under 18 U.S.C. § 1595(a), a fee-shifting statute. (Doc. 229). In support thereof, Plaintiff shows the Court as follows:

On July 11, 2025, a jury found United Inn liable to Plaintiff for violation of 18 U.S.C. § 1595(a). (Docs. 234, 235). The jury awarded Plaintiff \$40,000,000 (Forty Million Dollars) in damages, comprised of \$10,000,000 (Ten Million Dollars) in compensatory damages and \$30,000,000 (Thirty Million Dollars) in punitive damages. (*Id.*). On July 31, 2025, the Court entered judgment as to the same. (Doc. 229). The judgment does not establish the amount of attorney’s fees

or set procedures for determining them, which triggers Local Rule 54.2. *See* LR54.2, NDGa (setting forth “procedures” that “shall apply” where “a final judgment ... does not determine (or establish other procedures for determining) the amount of attorney’s fees which are authorized by federal statute to be awarded by the Court to or on behalf of a prevailing party or which may be sought under the equitable or inherent powers of the Court.”).

Through this motion, Plaintiff follows the “procedures” in LR54.2 and discharges her current obligations under LR54.2(A)(1) through (A)(3). Indeed, this motion constitutes Plaintiff’s “special written motion” requesting the award of attorney’s fees, in satisfaction of LR54.2(A)(1). Further, Plaintiff specifies herein that she is entitled to the requested award because § 1595(a) permits the prevailing party to recover attorney’s fees, the jury found that United Inn violated § 1595(a), and the Court entered judgment as to the same, all of which fulfills LR54.2(A)(2). Finally, Plaintiff hereby “provide[s] a fair estimate of the approximate amount) of the fees and expenses sought,” namely \$2,500,000 (Two Million Five Hundred Thousand Dollars) in attorney’s fees and \$75,000 (Seventy Five Thousand Dollars) in expenses, which fulfills LR54.2(A)(3). Plaintiff bases her “fair estimate of the approximate amount” of requested attorney’s fees on a preliminary and unfinished lodestar calculation covering the substantial and complex work completed over this five-year litigation by lawyers at two firms. The

foregoing attorney's fees "estimate" is, by definition, not final or complete, and it does not account for any enhancements authorized under federal law that Plaintiff may request and that the Court may apply. As required by LR54.2(A)(3), within 30 days of this motion, Plaintiff will "file and serve a detailed specification and itemization of the requested award, with appropriate affidavits and other supporting documentation." Plaintiff reserves her right to ask the Court in that forthcoming filing to apply appropriate enhancements authorized under federal law to the final lodestar calculation and to increase the attorney's fee award beyond the final lodestar calculation based on those enhancements.

In conclusion, Plaintiff moves the Court to award attorney's fees and non-taxable expenses under LR54.2, NDGa and Federal Rule of Civil Procedure 54. Within 30 days, Plaintiff will provide the "specification and itemization" required by LR54.2, NDGa. Plaintiff respectfully requests that, if the Court deems a hearing necessary, it sets and conducts such a hearing under LR54.2(d) "in accordance with Fed. R. Civ. P. 43(e) and Fed. R. Civ. P. 78 and in accordance with applicable statutory and decisional standards."

This 14th day of August, 2025.

/s/ David H. Bouchard
David H. Bouchard
david@finchmccranie.com
Georgia Bar No. 712859
Oto U. Ekpo
oto@finchmccranie.com

Georgia Bar No. 327088

FINCH McCRANIE, LLP
229 Peachtree Street, NE
Suite 2500
Atlanta, Georgia 30303
(404) 658-9070 – Telephone
(404) 688-0649 – Facsimile

/s/ Patrick J. McDonough
Jonathan S. Tonge
jtonge@atclawfirm.com
Georgia Bar No. 303999
Patrick J. McDonough
pmcdonough@atclawfirm.com
Georgia Bar No. 489855

ANDERSEN, TATE & CARR, P.C.
One Sugarloaf Centre
1960 Satellite Boulevard, Suite 4000
Duluth, Georgia 30097
(770) 822-0900 – Telephone

Attorneys for Plaintiff

CERTIFICATE OF COMPLIANCE

This is to certify that the foregoing pleading has been prepared with a font and point selection approved by the Court in LR 5.1., NDGA. Specifically, the above-mentioned pleading was prepared using Times New Roman font of 14-point size.

Respectfully submitted,

/s/ David H. Bouchard

David H. Bouchard

david@finchmccranie.com

Georgia Bar No. 712859

FINCH McCRANIE, LLP
229 Peachtree Street, NE
Suite 2500
Atlanta, Georgia 30303
(404) 658-9070 – Telephone
(404) 688-0649 – Facsimile

Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certify that Plaintiff, through her attorneys, has served a true and correct copy of the foregoing pleading into this District's ECF System, which will automatically forward a copy to counsel of record in this matter.

Dated: This 14th day of August, 2025.

/s/ David H. Bouchard

David H. Bouchard

david@finchmccranie.com

Georgia Bar No. 712859

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(404) 688-0649 – Facsimile